



# Request for Proposal 09-X-20338 (T1963)

## For: PRINTING: ENVELOPES, MAILING - MULTIPLE AGENCIES-NJMVC, DIV. OF TAXATION AND DEPT. OF LABOR

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	03/25/09	5:00 PM
<b>Mandatory Pre-bid Conference</b>	03/25/09	10:00 AM
<b>Mandatory Site Visit</b>	N/A	N/A
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	04/09/09	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<b>Small Business Set-Aside</b> (Refer to <a href="#">RFP Section 4.4.2.2</a> for more information.)	<b>Status</b> <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	<b>Category</b> <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III
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RFP Issued By  
 State of New Jersey  
 Department of the Treasury  
 Division of Purchase and Property  
 Trenton, New Jersey 08625-0230

Using Agency  
 New Jersey Motor Vehicle Commission  
 Division of Taxation  
 Department of Labor

Date: 03/13/09

November 12, 2008

**IMPORTANT NOTICE -  
NEW "PAY-TO-PLAY" RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008**

**Note: This is for informational purposes only. Certification is to be completed upon award.**

Governor Jon S. Corzine recently signed Executive Order No. 117, which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
  - Officers of corporations and professional services corporations, with the term "officer" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
  - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term "partner" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
  - Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation's stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

***Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed on or after November 15, 2008.***

Updated forms and materials are currently being developed and will be made available on the website as soon as they are available. In the meantime, beginning November 15, 2008, prospective vendors will be required to submit, in addition to the currently required Chapter 51 and Chapter 271 forms, the Certification of Compliance with Executive Order No. 117. The Certification of Compliance form for Executive Order No. 117 can be found here:

[http://www.state.nj.us/treasury/purchase/forms/EO\\_117\\_NOTICE.doc](http://www.state.nj.us/treasury/purchase/forms/EO_117_NOTICE.doc)

## Table of Contents

<b>1.0 INFORMATION FOR BIDDERS .....</b>	<b>6</b>
1.1 PURPOSE AND INTENT .....	6
1.2 BACKGROUND .....	6
1.3 KEY EVENTS .....	6
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD .....	6
1.3.2 SUBMISSION OF BID PROPOSAL .....	7
1.3.3 MANDATORY PRE-BID CONFERENCE .....	7
1.4 ADDITIONAL INFORMATION .....	8
1.4.1 ADDENDA: REVISIONS TO THIS RFP .....	8
1.4.2 BIDDER RESPONSIBILITY .....	8
1.4.3 COST LIABILITY .....	8
1.4.4 CONTENTS OF BID PROPOSAL .....	8
1.4.5 PRICE ALTERATION .....	9
1.4.6 BID ERRORS .....	9
1.4.7 JOINT VENTURE .....	10
<b>2.0 DEFINITIONS .....</b>	<b>10</b>
2.1 GENERAL DEFINITIONS .....	10
2.2 CONTRACT SPECIFIC DEFINITIONS .....	11
<b>3.0 CONTRACT SPECIFIC GENERAL INFORMATION PERTINENT TO ALL SECTIONS .....</b>	<b>12</b>
3.0.1 EXECUTIVE STYLE OPTION .....	12
3.0.2 SUBCONTRACTING .....	12
3.0.3 EXECUTIVE STYLE OPTIONAL AWARD .....	12
3.0.4 SPECIAL PROJECTS/ADDITIONAL WORK .....	13
3.0.5 PAPER PRICE ESCALATION CLAUSE .....	13
3.0.6 BENCHMARK PAPER PRICING REQUIREMENTS .....	13
3.0.7 SPECIAL QUANTITIES .....	14
3.0.8 RECYCLED PRODUCT .....	14
3.0.9 RECYCLING CERTIFICATION .....	14
<b>3.1 NEW JERSEY MOTOR VEHICLE COMMISSION ENVELOPE SPECIFICATIONS (NJMVC) .....</b>	<b>15</b>
3.1.1 ESTIMATED QUANTITIES .....	15
3.1.2 DELIVERY .....	15
3.1.3 PRODUCT SPECIFICATIONS .....	15
3.1.3.1 ITEM #1 - RC-61A .....	15
3.1.3.2 ITEM #2 - RC-63 - STANDARD COLORS AND BROWN KRAFT .....	16
3.1.3.3 ITEM #3 - RC-63 RED STRIPE .....	18
3.1.3.4 ITEM #4 - RC-64 .....	19
3.1.3.5 ITEM #5 - RC-64A .....	21
<b>3.2 COMMODITY DESCRIPTION/SCOPE OF WORK (NJ TAXATION) .....</b>	<b>24</b>
3.2.1 ENVELOPE SIZES REQUIRED .....	24
3.2.1.1 ITEM # 1 - EM-3 DIVISION OF TAXATION WHITE WINDOW ENVELOPE .....	24
3.2.1.2 ITEM # 2 - EM-4 DIVISION OF TAXATION MAILING ENVELOPE .....	24
3.2.1.3 ITEM # 3 - EM - 73 KRAFT MAILING ENVELOPE .....	25
3.2.1.4 ITEM # 4 - ER - 106 WINDOW ENVELOPE .....	25
3.2.1.5 ITEM #5 - ER - 92D WINDOW ENVELOPE .....	26
3.2.1.6 ITEM #6 - ER - 117, CORP. ENVELOPE .....	27
3.2.1.7 ITEM #7- ER - 116, FEDERAL OFFSET PROGRAM ENVELOPE .....	27
3.2.1.8 ITEM #8 - EM - 96 DIVISION OF TAXATION KRAFT MAILING ENVELOPE WITH DIE-CUT WINDOW .....	28
3.2.1.9 ITEM #9 - DIVISION OF TAXATION KRAFT MAILING ENVELOPE .....	28
3.2.1.8 ITEM #10 - EM - 50 DIVISION OF TAXATION KRAFT MAILING ENVELOPE WITH DIE-CUT WINDOW .....	28

<b>3.3 COMMODITY DESCRIPTION/SCOPE OF WORK (NJ DEPARTMENT OF LABOR)</b>	<b>29</b>
3.3.1 SPECIFICATIONS FOR PRINTING CATALOG CODE NO. 5201- 003	29
3.3.1.1 TRIMMED SIZE	29
3.3.1.2 PAPER STOCK	29
3.3.1.3 CONSTRUCTION	29
3.3.1.4 TYPOGRAPHY & LAYOUT	29
3.3.1.5 COLOR OF INK	29
3.3.1.6 HOW PROCESSED	30
3.3.1.7 PRINTER'S PROOF	30
3.3.1.8 MECHANICAL	30
3.3.1.9 PACKING:	30
3.3.1.10 DELIVERY TIME	31
3.3.1.11 DELIVERY PLACE	31
3.3.2 SPECIFICATIONS FOR PRINTING CATALOG CODE NO. 5201- 025	31
3.3.2.1 TRIMMED SIZE	31
3.3.2.2 PAPER STOCK	31
3.3.2.3 CONSTRUCTION	31
3.3.2.4 TYPOGRAPHY & LAYOUT	32
3.3.2.5 COLOR OF INK	32
3.3.2.6 HOW PROCESSED	32
3.3.2.7 PRINTER'S PROOF	32
3.3.2.8 MECHANICAL	33
3.3.2.9 PACKING:	33
3.3.2.10 DELIVERY TIME	33
3.3.2.11 DELIVERY PLACE	33
<b>4.0 BID PROPOSAL PREPARATION AND SUBMISSION</b>	<b>34</b>
4.1 GENERAL	34
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION	34
4.3 NUMBER OF BID PROPOSAL COPIES	34
4.4 BID PROPOSAL CONTENT	34
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL	34
4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL	35
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL	36
4.4.4 SUBMITTALS	36
4.4.5 FINANCIAL CAPABILITY OF THE BIDDER	37
4.4.6 PRICING	37
<b>5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS</b>	<b>38</b>
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS	38
5.2 CONTRACT TERM AND EXTENSION OPTION	38
5.3 CONTRACT TRANSITION	38
5.4 CONTRACT AMENDMENT	38
5.5 CONTRACTOR'S WARRANTY	39
5.6 ITEMS ORDERED AND DELIVERED	39
5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS	39
5.8 MANUFACTURING/PACKAGING REQUIREMENTS	39
5.9 CLAIMS	40
5.10 CONTRACT ACTIVITY REPORT	40
5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT	41
5.12 CONTRACTOR RESPONSIBILITIES	41
5.13 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)	41
<b>6.0 PROPOSAL EVALUATION</b>	<b>42</b>
6.1 EVALUATION CRITERIA	42
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL	42
6.3 BID DISCREPANCIES	43

7.0 CONTRACT AWARD ..... 43

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD ..... 43

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)..... 43

7.2 FINAL CONTRACT AWARD ..... 45

7.3 INSURANCE CERTIFICATES ..... 45

8.0 CONTRACT ADMINISTRATION..... 45

8.1 CONTRACT MANAGER ..... 45

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES..... 45

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER ..... 46

## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the New Jersey Motor Vehicle Commission (NJMVC), the Division of Taxation and the Department of Labor. The purpose of this RFP is to solicit bid proposals to supply various sizes and types of mailing envelopes used by the NJMVC, Taxation and Labor to conduct its day-to-day business operations throughout the State.

The intent of this RFP is to award contracts to those responsible Bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

### **1.2 BACKGROUND**

This is a combined re-procurement of the following contracts/items:

- \* **T1963 - PRINTING: ENVELOPES: MAILING; MVC RC61A, RC63, RC64,& RC64A - NJ MOTOR VEHICLE COMMISSION (NJMVC) - due to expire 03/31/09.**
- \* **T0912 - ENVELOPES, PRINTED - DIVISION OF TAXATION-no current contract in effect**
- \* **PRINTED ENVELOPES, DEPARTMENT OF LABOR-no previous contract**

Bidders who are interested in the current contract specifications and pricing information may review the current contract T1963 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Purchase Bureau will accept questions and inquiries from all potential Bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

### **1.3.2 SUBMISSION OF BID PROPOSAL**

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time.

**ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

**BID RECEIVING ROOM - 9TH FLOOR  
PURCHASE BUREAU  
DIVISION OF PURCHASE AND PROPERTY  
DEPARTMENT OF THE TREASURY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NJ 08625-0230**

Directions to the Purchase Bureau can be found at the following web address:  
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

### **1.3.3 MANDATORY PRE-BID CONFERENCE**

The date and time of the Mandatory Pre-Bid Conference is indicated on the cover sheet. The location of the Mandatory Pre-Bid Conference will be as follows:

New Jersey Purchase Bureau  
33 West State Street-9<sup>th</sup> Floor Bid Room  
Trenton, NJ 08625

Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

An attendee may represent no more than one potential bidding entity.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

## **1.4 ADDITIONAL INFORMATION**

### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

**ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:**

**[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml).**

There are no designated dates for release of addenda. Therefore interested Bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the Bidder to be knowledgeable of all addenda related to this procurement.

### **1.4.2 BIDDER RESPONSIBILITY**

The Bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this RFP.

### **1.4.3 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a bid proposal in response to this RFP.

### **1.4.4 CONTENTS OF BID PROPOSAL**

Subsequent to bid opening, all information submitted by Bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A Bidder may designate specific information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the Bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter.

**THE STATE WILL NOT HONOR ANY ATTEMPT BY A BIDDER EITHER TO DESIGNATE ITS ENTIRE BID PROPOSAL AS PROPRIETARY AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE PROPOSAL.**

By signing the cover sheet of this RFP, the Bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.



All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

#### **1.4.5 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the Bidder.

#### **1.4.6 BID ERRORS**

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a Bidder may withdraw its bid as follows:

A Bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the Bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a Bidder discovers an error in its proposal, the Bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the Bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal.

**Note:** A PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

**Department of the Treasury  
Purchase Bureau, PO Box 230  
33 West State Street – 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0230  
Attention: Supervisor, Business Unit**

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the Bidder. The Bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the Bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the Bidder to ascertain the true intent of the bid.

### **1.4.7 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

The following definitions will be part of any contract awarded or order placed as result of this RFP.

**Addendum** - Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** - A change in the scope of work to be performed by the Contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

**Bidder** – A vendor submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, the Bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

**Contractor** - The Contractor is the Bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.

**May** - Denotes that which is permissible, but not mandatory.

**Request for Proposal (RFP)** - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

**Shall or Must** - Denotes that which is a mandatory requirement.

**Should** - Denotes that which is recommended, but not mandatory.

**State** - State of New Jersey

**Using Agency[ies]**- The entity[ies] for which the Division has issued this RFP.

## **2.2 CONTRACT SPECIFIC DEFINITIONS**

**Pre-Consumer Materials** - materials generated in manufacturing and converting processes, such as manufacturing scrap and trimmings/cuttings.

**Post Consumer Materials** - a material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post consumer materials are part of the broader category of recovered materials.

**Recycling** - the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of new products other than fuel for producing heat or power by combustion.

**Recycle-ability** - the ability of a product or material to be recovered from, or otherwise diverted from, the solid waste stream for the purpose of recycling.

### **3.0 CONTRACT SPECIFIC GENERAL INFORMATION PERTINENT TO ALL SECTIONS**

The following information applies to all Agency sections.

#### **3.0.1 EXECUTIVE STYLE OPTION**

Please note that this RFP will explore the feasibility of utilizing an executive style envelope for many if not all requirements contained in this proposal. The State will consider if an executive style envelope is a viable option and in the best interest of the State based on price, compatibility with mail room equipment, and other factors. Where applicable please provide pricing for the executive style if your in-house production facilities are equipped to produce this style of envelope.

The successful bidder for Executive type envelopes may be asked to supply between 100 and 500 blank samples to the using Agency prior to a production run. These samples will be used to test runability on mailroom equipment. These samples must match the item specifications but need not be printed.

#### **3.0.2 SUBCONTRACTING**

**All bidders** must complete the **Printing Subcontracting Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP.

Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

See Sections 4.4.1.4, 5.12 and 5.13 for additional information about subcontracting.

#### **3.0.3 EXECUTIVE STYLE OPTIONAL AWARD**

Separate contracts will be issued for the Executive style envelope. The overall low bidder for each Agency group will be awarded a contract. A contract will be awarded for the overall low for MVC, one for Taxation and one for Labor. Please be advised however, that these contracts may never be used. The Executive option is at the discretion of the using Agency.

Each Agency section will be awarded separately based on price and other factors as outlined in section 6.1. This applies to all envelope styles.

Prices should be provided on the supplied excel file. There are three work sheets, one for each respective Agency; MVC, Taxation and Labor.

The 6 price lines generated on the pricing sheet are for Purchase Bureau use only at this time. Bidders are not required to fill in any price on the pricing sheet. All pricing must be submitted on the supplied Excel file.

### **3.0.4 SPECIAL PROJECTS/ADDITIONAL WORK**

Should additional work be required, which is beyond the scope of this RFP but is related to the overall contract, the contractor will be required to submit a written cost estimate and production schedule to the project supervisor. Costs for this additional work will be appropriately prorated as a one-time up-charge. Examples of such modifications can include authors, alterations, programming changes, ink or paper stock variations, etc. The contractor will receive written authorization to proceed from the project supervisor and the Purchase Bureau.

### **3.0.5 PAPER PRICE ESCALATION CLAUSE**

The following specifications are an integral part of this specification. Please read carefully and bid accordingly.

Due to the volatility of the paper market, price escalations – for paper only – are allowable under this contract if the proper information is provided as outlined in **Section 3.0.6**.

The successful bidder will be required to keep prices firm for the first order of the contract. After this initial period, the contractor may submit to the Director of the Division of Purchase and Property, a request for a price adjustment if the contractor's price for the paper has been increased by the paper merchant.

This increase will only be considered after the contractor has determined that no comparable source of supply is available. The contractor must document his efforts in this regard.

The contractor must make good faith effort to secure the required amount of paper from alternate sources before applying for any increase(s). Such effort must be documented.

The contractor must submit paid invoices from the paper merchant/mill documenting the original contract order. Proper documentation from mills announcing any increases must be submitted with the increase request. The State may also request paid invoices to document the increases after the affected order is completed (See Sec 3.9.1).

### **3.0.6 BENCHMARK PAPER PRICING REQUIREMENTS**

Each request to increase prices must be done by adhering to these specifications and provisions as follows:

- 1). Increases will be based solely on the increased cost of the paper needed to produce the job. Therefore, no built-in profit on paper is allowable (markup).
- 2). As part of the bid proposal, the bidder is to provide a "BENCHMARK" cost of paper which goes into the printed piece.
- 3). THE BENCHMARK COST WILL BE:  
The price per hundredweight (CWT.) and the No. of pounds (# of lbs.) needed to produce each ordering quantity as indicated by the pricing lines.

Both components of the "BENCHMARK" (the price per CWT. and the number of LBS.) must be provided. These BENCHMARK costs for each pricing line, as applicable, **must be submitted with the bid document**. Bid proposals submitted without BENCHMARK COST(S) will not be eligible for any price increase(s).

- 4). The BENCHMARK costs are SUBMITTALS which are part of the bid. They will remain on file and will be used by the Purchase Bureau Printing Unit to evaluate all paper price increase request(s). An Excel file is provided as a separate attachment titled "BENCHMARK PAPER PRICING FORM" to be completed printed out and also supplied on a CD for Bureau use.
- 5). All noted requests must be made in writing to the Director, through the PB Printing Unit. The Director reserves the right to either accept or reject the increase, or to cancel the contract, re-bid and re-award all items.

### **3.0.7 SPECIAL QUANTITIES**

There may be instances when an Agency needs to order a quantity of envelopes not listed. A requirement in between (additional or fewer copies) will be prorated at the nearest per m price.

### **3.0.8 RECYCLED PRODUCT**

In accordance with Governor Jon S. Corzine's Executive Order #11 (EO 11) enacted April 22, 2006, which encourages the purchase of environmentally responsible products, and in accordance with United States Environmental Protection Agency (USEPA) Comprehensive Procurement Guidelines developed pursuant to Federal Executive Order 13101, the minimum recycled post consumer material content is identified on the Excel pricing sheets.

### **3.0.9 RECYCLING CERTIFICATION**

The bidder's signature on the signature page certifies that the material offered contains the minimum percentage of post consumer material content. The State reserves the right to request a manufacturer's certification confirming post consumer material content either prior to award or during the period of the contract.

### **3.0.10 PRICING SCHEDULE SUBMISSION**

Bidders should printout their pricing information using the supplied Excel Pricing Sheets and submit it with their proposal. An electronic version should also be provided with the bid on a CD.

### **3.1 NEW JERSEY MOTOR VEHICLE COMMISSION ENVELOPE SPECIFICATIONS (NJMVC)**

#### **3.1.1 ESTIMATED QUANTITIES**

Estimated Annual Quantities are as follows:

RC-61A	8-9 million per year
RC-63	6-7 million per year (includes both White and Kraft)
RC-64	5-7 million per year
RC-64A	1 million per year.

#### **3.1.2 DELIVERY**

For all items, delivery is required five (5) weeks after receipt of approved proof.  
All prices must include delivery to the warehouse of:

**The New Jersey Motor Vehicle Commission  
1600 North Olden Avenue  
Trenton, New Jersey 08638**

#### **3.1.3 PRODUCT SPECIFICATIONS**

##### **3.1.3.1 ITEM #1 - RC-61A**

Form No.      RC-61 A (R3/08) Indicia

Title:            1st Class Mailing Envelope

Quantity:       500,000  
                     1,000,000  
                     2,000,000  
                     3,000,000  
                     5,000,000

Finished Size - No. 10 ENVELOPE\* - (9 1/2" x 4 1/8")

\* Paper Stock:    20 lb. white wove, Recycled Stock-30% Post Consumer

Construction:

Side seam envelope (non-Mcintyre) with glassine window (poly clear plastic material acceptable) on Face measuring 4 1/4" x 1" with rounded corners positioned 3" from left and 1 5/8" from bottom.

Gummed flap and side seams critical due to processing operation. (See how processed below).

Flap must be 1 5/8" in depth at the center, tapering to a depth of 7/8" with rounded corners 9/16" in from right and left sides of envelope.

Side seam to be straight cut, 3 11/16" in height and glued the entire length with no loose ends.

Samples must be submitted for approval prior to actual production.

Typography  
& Layout:

Printed face, back outside flap in Process Blue Ink with indicia. Contractor to set type. Copy will be furnished. No mechanicals are available. Copy includes division logo which will be furnished.

**INTERNAL SECURITY SCREENING REQUIRED.**

How

Processed: Return envelopes and printed materials inserted together by Phillipsburg inserting machine. Structure and glue critical.

Color Ink: Process Blue Ink

Printer's

Proofs: Three (3) copies of proof must be submitted to:

New Jersey Motor Vehicle Commission  
Forms Control Unit  
1600 North Olden Avenue.  
Trenton, New Jersey 08638

All communications concerning this order must be mailed to the above address.

SPECIAL: A Bar Code 3 of 9 must be on all cartons to show quantity of quantity per carton.

Packing: 500 envelopes per box, 2,500 per carton. Packed in cartons of uniform size, containing equal quantities. No carton to exceed gross weight of 40 lbs. All cartons must be affixed with a label indicating:

**Quantity per Carton**  
**Contractor Name**  
**P.O. Number**  
**Form Number and Description**

In addition, a sample of the envelope printed must be affixed to the outside of the carton.

Palletize with standard notched four (4) way entry, double face, flush type - 40" wide x 48" deep x 4" high.

Pallets must be secured with stretch wrap. Height must not exceed 48" including pallet.

Deliveries will be accepted Monday thru Friday (except holidays) between the hours of 7:00 AM to 12:00 noon and 1:00 PM to 4:00 PM.

Deliveries will not be accepted between 12:00 noon and 1:00 PM or after 4:00 PM.

**3.1.3.2 ITEM #2 - RC-63 - STANDARD COLORS AND BROWN KRAFT**

Form No.: RC-63 (R7/99)

Title: Return Reply Envelope -White, Blue- Green - Yellow - Pink, Brown Kraft.  
White and Colors-20# Wove-Recycled Stock-30% Post Consumer  
Brown Kraft-28#-Recycled 10%-20% Post Consumer

Quantity: 500,000 Plus 3,000,000 white see Excel file  
1,000,000 4,000,000 white see Excel file  
2,000,000 6,000,000 white see Excel file



Pricing is required for all of the above quantities.

Finished Size: No. 9 ENVELOPE (\*8 7/8" x 3 7/8") - flap 1 1/2"

Paper Stock: Colors to be specified at time of order will be selected from any of the following: White, Blue, Pink, Yellow, Green, Tan, Gray, or Brown Kraft.

Please provide manufacturer/brand on pricing page.

Construction: Diagonal seam - gummed flap. No other seam acceptable. Size is critical- must be exactly as specified above. Envelopes are slit by Bell and Howell Tri-Cut machine, Model 717, 3 way letter opener.

**\*Special Note:** Die cut to appear as indicated on sample.

Die cut to measure 1 1/2" long x 1/2" wide, 2 11/16" from bottom edge of envelope, 1" from left edge of envelope.

Typography & Layout:

Printed face, back, outside flap, interior (security screen) and under flap. Contractor to set all type. Camera ready copy of bar codes and facing identification marks conforming with the return address will be furnished to Contractor and must be returned ten (10) days following the completion of the order.

Special: Bar coding and Facing Identification marks must be positioned in accordance with postal regulations. Printing registration must be exact. Method of printing must be equal to offset and the final quality must be acceptable for use on postal equipment.

**INTERNAL SECURITY SCREENING REQUIRED.**

Proofs: Three (3) printer proofs showing position of printing on each envelope must be submitted before actual production. These proofs will be submitted to the Post Office for their approval. No production of any part of this order is to commence without official approval in writing.

Proofs must be submitted to:

**New Jersey Motor Vehicle Commission  
Forms Control Unit  
1600 North Olden Avenue  
Trenton, N.J. 08638**

no later than ten (10) working days following receipt of purchase order.

All communications regarding this order must be addressed to the above office.

Ink Color: Black ink

SPECIAL: Bar code of 3 of 9 must be on all cartons to show quantity per carton.

Packing: Packed 500 envelopes per box, 2,500 per carton.

Packed in cartons of uniform size, containing equal quantities.

No carton to exceed 40 lbs. gross weight.

All cartons must be affixed with a label indicating:

Quantity Per Carton  
Contractor Name  
P.O. Number  
Description

In addition, a sample of the envelope must be affixed to the outside of the carton.

Palletized with standard notched four-way entry, double-face, flush-type - 40" wide x 48" deep x 4" high.

Pallets must be secured with stretch wrap. Height must not exceed 48" including pallet.

Deliveries will be accepted Monday through Friday (except holidays) between the hours of 7:00 AM and 12:00 Noon and 1:00 PM and 4:00 PM.

Deliveries will not be accepted between 12:00 noon and 1:00 PM or after 4:00 PM.

### **3.1.3.3 ITEM #3 - RC-63 RED STRIPE**

Form No.: RC-63 (R7/99)

Title: Return Reply Envelope - Red Stripe

Quantity: 300,000  
500,000

Pricing is required for all of the above quantities.

FINISHED SIZE - NO. 9 ENVELOPE\*(8 7/8" x 3 7/8") - flap 1 1/2" - #9 envelope

**\*Special Note:** Die cut to appear as indicated on sample. Die cut to measure 1 1/2" long x 1/2" wide, 2 11/16" from bottom edge of envelope, 1" from left edge of envelope.

Paper Stock: 20# White Wove. Recycled-30 % Post Consumer

Please provide manufacturer/brand on pricing sheet.

Construction: Diagonal Seam - gummed flap. size is critical- must be exactly as specified above.

Envelopes are slit by Bell and Howell Tri-cut machine, model 717, 3 way letter opener.

Typography & Layout: Printed face, back, outside flap, interior (security screen) and under flap.

Contractor to set all type.

Camera ready copy of bar codes and facing identification marks conforming with the return address will be furnished to Contractor and must be returned ten (10)days following the completion of the order.

Special: Bar Coding and Facing Identification marks must be positioned in accordance with postal regulations.

Printing registration must be exact.

Method of printing must be equal to offset and the final quality must be acceptable for use on postal equipment.

**INTERNAL SECURITY SCREENING REQUIRED.**

Proofs: Three (3) printer proofs showing position of printing on each envelope must be submitted before actual production. These proofs will be submitted to the Post Office for their approval. No production of any part of this order is to commence without official approval in writing.

Proofs must be submitted to:

**New Jersey Motor Vehicle Commission  
Forms Control Unit  
1600 North Olden Avenue  
Trenton, N.J. 08638**

no later than ten (10) working days following receipt of purchase order.

All communications regarding this order must be addressed to the above office.

Ink Color: Black Ink

SPECIAL: Bar code 3 of 9 must be on all cartons to show quantity per carton.

Packing: 500 envelopes per box, 2,500 per carton.

Packed in cartons of uniform size containing equal quantities.

No carton to exceed 40 lbs. gross weight.

All cartons must be affixed with a label indicating:

**Quantity per Carton  
Contractor Name,  
P.O. Number  
Description**

In addition, a sample of the envelope must be affixed to the outside of the carton.

Palletized with standard notched four-way entry, double-face, flush-type - 40" wide x 48" deep x 4" high.

Pallets must be secured with stretch wrap.

Height must not exceed 48" including pallet.

Deliveries will be accepted Monday through Friday (except holidays) between the hours of 7:00 AM and 12:00 Noon and 1:00 PM and 4:00 PM.

Deliveries will not be accepted between 12:00 noon and 1:00 PM nor after 4:00 PM.

**3.1.3.4 ITEM #4 - RC-64**

Form No: RC-64 (R9/97) - indicia

Title: 1st Class Mailing Envelope

Quantity: 500,000  
1,000,000  
2,000,000  
4,000,000

Pricing is required for all of the above quantities.

FINISHED SIZE - 9" x 4 " - Custom Made Envelope

Paper Stock: 20 lb. White Wove, Recycled-30% Post Consumer

Please provide manufacturer/brand on pricing page.

Construction: Diagonal seam envelope with glassine window on face measuring 3 3/4" x 1 1/4" with rounded corners positioned 3/4" from left and 5/8" from bottom. (Poly clear plastic material for window will be acceptable.)

Gummed flap must be 1 1/2" in depth with rounded corners 9/16" in from right and left side of envelope.

Flap critical due to inserting operation.

Samples must be submitted for approval before actual production.

No substitution or change in specifications will be acceptable.

Typography  
& Layout:

No mechanical available.

Copy to be set will be furnished to Contractor.

Copy includes Division Logo which will be furnished to Contractor.

Printed face, back and outside flap in PMS 200 red ink.

#### **INTERNAL SECURITY SCREEN REQUIRED**

How

Processed: Envelopes and printed materials inserted together by Phillipsburg inserting machine.

Structure and glue critical.

Color Ink: Process Blue Ink

Proofs: Three (3) copies of proofs must be submitted to:

**New Jersey Motor Vehicle Commission  
Forms Control Unit  
1600 North Olden Avenue  
Trenton, New Jersey 08638**

All communications concerning this order must be mailed to this address.

SPECIAL: Bar code 3 of 9 must be included on each carton to show quantity per carton.

Packing: 500 envelopes per box, 2,500 per carton. Packed in cartons of uniform size, containing equal quantities. No carton to exceed gross weight of 40 lbs.

All cartons must be affixed with a label indicating:

**Quantity Per Carton**  
**Contractor Name**  
**P.O. Number**  
**Form Number**  
**Description**

In addition, a sample of the envelope printed must be affixed to the outside of the carton.

Palletize with standard notched four way entry, double face, flush type - 40" wide x 48" deep x 4" high.

Pallets must be secured with stretch wrap.

Height must not exceed 48" including pallet.

Deliveries will be accepted Monday thru Friday (except holidays) between the hours of 7:00 AM to 12:00 noon and 1:00 PM to 4:00 PM.

Deliveries will not be accepted between 12:00 Noon and 1:00 PM nor after 4:00 PM.

Delivery: Price must include delivery to the NJMVC warehouse:

New Jersey Motor Vehicle Commission  
1600 North Olden Avenue  
Trenton, New Jersey 08638

### **3.1.3.5 ITEM #5 - RC-64A**

Form No: RC-64A (R9/99) Non-indicia

Title: 1st Class Mailing Envelope

Quantity: 300,000

Finished Size - No. 10 ENVELOPE - 9 1/2" x 4 1/8"

Paper Stock: 20 lb. White Wove, Recycled-30% Post Consumer

Please provide manufacturer/brand on pricing page.

Construction: Diagonal seam envelope with glassine window on face measuring 3 1/2" x 1 1/2" with rounded corners positioned 1" from left and 5/8" from bottom. (Poly clear plastic material for window will be acceptable).

Gummed flap must be 1 1/2" in depth with rounded corners 9/16" in from right and left side of envelope.

Flap critical due to processing operation.

Samples must be submitted for approval before actual production. No substitution or change in specifications will be acceptable.

Typography  
& Layout: Printed face, back and outside flap in PMS 200 red ink.

Contractor to set type.

No mechanicals available.

Copy to be set will be furnished to Contractor.

Copy includes Division Logo which will be furnished.

**INTERNAL SECURITY SCREENING REQUIRED.**

How  
Processed: Envelopes and printed materials inserted together by Phillipsburg inserting machine.  
Structure and glue critical.

Color Ink: Process Blue Ink

Printer's  
Proofs: Three (3) copies of proofs must be submitted to:

**New Jersey Motor Vehicle Commission  
Forms Control Unit  
1600 North Olden Avenue  
Trenton, New Jersey 08638**

All communications concerning this order must be mailed to the above address.

Proofs must be submitted ten (10) days after receipt of purchase order.

SPECIAL: Bar Code 3 of 9 must be included on all cartons showing the quantity per carton.

Packing: 500 envelopes per box, 2,500 per carton.

Packed in cartons of uniform size, containing equal quantities.

No carton to exceed gross weight of 40 lbs.

All cartons must be affixed with a label indicating:

**Quantity per Carton  
Contractor  
Name  
P.O. Number  
Form Number  
Description**

In addition, a sample of the envelope printed must be affixed to the outside of the carton.

Palletize with standard notched four way entry, double face, flush type - 40" wide x 48" deep x 4" high.

Pallets must be secured with stretch wrap.

Height must not exceed 48" including pallet.

Deliveries will be accepted Monday thru Friday (except holidays) between the hours of 7:00 AM and 12:00 noon and 1:00 PM to 4:00 PM.

Deliveries will not be accepted between 12:00 noon and 1:00 PM nor after 2:30 PM.

Delivery

Place:

Price must include delivery to the warehouse of:

New Jersey Motor Vehicle Commission  
1600 North Olden Avenue  
Trenton, New Jersey 08638

The Contractor shall provide a qualified Field Service Representative, at no charge, to assist the Using Agency as required.

### **3.2 COMMODITY DESCRIPTION/SCOPE OF WORK (NJ TAXATION)**

General Specifications for all items Mechanicals will be supplied by the NJ Division of Taxation.

Note: Vendor to contact Taxation Contract Manager for Mechanical upon receipt of Order.

Proofs: Signed off approved proofs required before any printing. Includes direct reprints.

Submit proofs to: Contract Manager  
NJ Division of Taxation  
50 Barrack Street  
Trenton, NJ 08695

Delivery To: Department of the Treasury Department, State of New Jersey  
Surplus Warehouse  
121 First Avenue  
Hamilton Township NJ 08619

You must call 609-292-7371 24 hours prior to delivery date

#### **3.2.1 ENVELOPE SIZES REQUIRED**

##### **3.2.1.1 ITEM # 1 - EM-3 DIVISION OF TAXATION WHITE WINDOW ENVELOPE**

Size:	#10 (4 1/8" X 9 1/2")
Quantity:	100,000 200,000 300,000 (additional or fewer prorated at the closest per m price)
Stock:	White Wove, Sub 24# Poly Clear Window/Diagonal Seam Recycled-30% Post Consumer
Envelope Flap:	Die-cut flap 1 5/8" from top of envelope to tip of flap.
Printing:	Face only, corner card
Ink:	Black
Window Size:	1 3/16" X 4 1/2" – No other size window acceptable
Window Location:	7/8" In from left side 1/2" up from bottom. No other positioning of window acceptable.
Delivery:	3-4 weeks after receipt of approved proof

##### **3.2.1.2 ITEM # 2 - EM-4 DIVISION OF TAXATION MAILING ENVELOPE**

Size:	#10 Regular - (4 1/8" X 9 1/2")
Quantity:	100,000 200,000 300,000



(additional or fewer prorated at the closest per m price)

Stock: 24 lb. White Wove Recycled/Diagonal Seam  
Recycled-30% Post Consumer

Envelope Flap: Die-cut Flap 1 ½" from top of envelope to tip of Flap.  
Ink: Black

Printed: Face only, corner card

Delivery: 3-4 Weeks after receipt of approved proof

### **3.2.1.3 ITEM # 3 - EM - 73 KRAFT MAILING ENVELOPE**

Size: 9" X 12"

Quantity: 50,000  
100,000

Stock: 28# Brown Kraft, Open End, Gummed Flap with Clasp

Printing: Corner Card

Ink: Black

Delivery: 3-4 Weeks after receipt of approved proof

### **3.2.1.4 ITEM # 4 - ER - 106 WINDOW ENVELOPE**

Size: 3 7/8" X 8 7/8"

Quantities: 100,000 - 200,000 - 300,000

Stock: 24# Cream or Approved Equal. Exact Color to be selected by  
Using Agency from Samples submitted prior to award of contract.  
Recycled-30% Post Consumer.

Construction: Poly Clear Window / Diagonal Seam

Envelope Flap: Commercial with rounded flap. Flap measures approximately  
1 5/8" from top edge of envelope. No other flap is acceptable.

Window Size: 1 ¼" X 3 ½" Open window – Non-glassine.

Window Location: ½" From left side, ¾" up from bottom

Processing Note: The following packing instructions are to ensure that the envelopes  
will not be damaged in such a way as to cause difficulty when used  
for insertion into a Moore 9158 Folder/Nester.

Pack 500 envelopes, on edge, in each box.

Do not band.

If requested by the Using Agency, the potential awardee must provide a box of 500 unprinted envelopes - packed as instructed - to be used as a test sample for insertion into a

Moore 8158 Folder/Nester and extraction on a OPEX MPE 5.0

Printing: 2 Sided; Corner Card, Facing Identification Mark (FIM). Bar Code, Bottom Flap and postal indicia

Ink: Black (no magnetic properties)

Delivery: 3-4 Weeks after receipt of approved proof

### **3.2.1.5 ITEM #5 - ER - 92D WINDOW ENVELOPE**

Size: 3 1/2" X 7 1/2"

Quantities: 100,000 – 200,000 – 300,000

Stock: 24# White Wove  
Recycled-30% Post Consumer

Construction: Diagonal Seam

Window Size: 2 3/8" X 7/8" (Open Window / Non-Glassine)

Window Location: 1/2" from left side, 3/8" up from bottom

Envelope Flap: Commercial with rounded flap. Flap measures approximately 1 5/8" from top edge of envelope. No other flap is acceptable.

Processing Note: The following packing instructions are to ensure that the envelopes will not be damaged in such a way as to cause difficulty when used for insertion into a Moore 9158 Folder/Nester.

Envelope must be guaranteed by Manufacturer for trouble-free processing through extraction equipment (OPEX MPE 5.0).

Pack 500 envelopes, on edge, in each box.

Do not band.

If requested by the Using Agency, the potential awardee must provide a box of 500 unprinted envelopes -packed as instructed - to be used as a test sample for insertion into a

Moore 8158 Folder/Nester and extraction on a OPEX MPE 5.0

Printing: Corner Card, Indicia, Facing Identification Mark (FIM), Bottom Flap and Bar Code.

Ink: Black (no magnetic properties)

Delivery: 3-4 Weeks after receipt of approved proof

**3.2.1.6 ITEM #6 - ER - 117, CORP. ENVELOPE**

Size: 3 7/8" X 8 7/8"

Quantities: 100,000 – 200,000 – 300,000

Stock: 24# Light Blue Wove, Recycled  
Recycled-30% Post Consumer

Envelope Flap: Commercial with rounded flap. Flap measures approx. 1 5/8" from top edge of envelope. No other flap is acceptable.

Processing Note: The following packing instructions are to ensure that the envelopes will not be damaged in such a way as to cause difficulty when used for insertion into a Moore 9158 Folder/Nester.

Pack 500 envelopes, on edge, in each box.

Do not band.

Printing: 1 Side, Corner Card, Indicia, FIM, Bottom Flap and Bar Code, Registration Mark

Ink: Black (no magnetic properties)

Delivery: 1-2 Weeks after receipt of approved proof

**3.2.1.7 ITEM #7- ER - 116, FEDERAL OFFSET PROGRAM ENVELOPE**

Size: 3 7/8" X 7 1/2"

Quantities: 100,000 - 200,000 – 300,000

Stock: 24 LB. White Wove Recycled  
Recycled-30% Post Consumer

Envelope Flap: Commercial with Rounded Flap

Printing: 2-Sided face and back

Ink: Black.

Packing: Pack 500 envelopes, on edge, in each box.

Do not band.

Delivery: 3-4 Weeks after receipt of approved proof.

**3.2.1.8 ITEM #8 - EM - 96 DIVISION OF TAXATION KRAFT MAILING ENVELOPE WITH DIE-CUT WINDOW**

Size: 9" X 12"

Quantity: 100,000, 200,000

Stock: 28 lb. Brown Kraft, Open End, Gummed Flap, No Clasp

Window Size: 1 1/8" X 5 1/8" Poly Clear Window affixed to inside of envelope

Window Location: 5/8" from left side / 3 1/4" up from bottom edge

Printing: Corner Card - supplied by the Division of Taxation

Ink: Black

Delivery: 3-4 Weeks after receipt of approved proof

**3.2.1.9 ITEM #9 - DIVISION OF TAXATION KRAFT MAILING ENVELOPE**

Size: 10" X 15"

Quantities: 25,000 - 50,000 – 75,000 – 100,000

Stock: Sub 32 lb. Brown Kraft

Construction: Open End, Gummed Flap with Clasp

Ink: Black

Printing: Corner Card

Mechanicals: Will be supplied by the Division of Taxation

Delivery: 2 – 3 Weeks after receipt of approved proof

**3.2.1.8 ITEM #10 - EM - 50 DIVISION OF TAXATION KRAFT MAILING ENVELOPE WITH DIE-CUT WINDOW**

Size: 12" X 9"                      Quantity: 100,000

Stock: 28 lb. Brown Kraft, Open End, Gummed Flap, No Clasp

Window Size: 1 1/2" X 3 1/2" Poly Clear Window affixed to inside of envelope

Window Location: 4 1/4" from left side 3 3/4" up from bottom edge

Printing: Corner Card - supplied by the Division of Taxation

Ink: Black

Delivery: 3-4 Weeks after receipt of approved proof

### **3.3 COMMODITY DESCRIPTION/SCOPE OF WORK (NJ DEPARTMENT OF LABOR)**

For quantities see the supplied Excel file. Quantities range from 15,000 up to 2,100,000. Most of the random quantities were chosen to reflect even skids based on 60,000/skid. Order quantities may vary from those listed and will be prorated.

#### **3.3.1 SPECIFICATIONS FOR PRINTING CATALOG CODE NO. 5201- 003**

##### **3.3.1.1 TRIMMED SIZE**

Trimmed Size: 4-1/8" x 9-1/2" (#10)

##### **3.3.1.2 PAPER STOCK**

Paper Stock: White Wove-28#  
Recycled-30% Post Consumer

##### **3.3.1.3 CONSTRUCTION**

Construction:

**WINDOW ENVELOPE** – Open side, diagonal-seams, commercial style.

Poly window, rectangular: 1-3/8" x 4-1/2"; positioned 7/8" from left, 1/2" from bottom.

Flap: 1-5/8" at center and tapered to 3/4" at 3/4" from ends.

Split gummed flap: 1/2" minimum gum line height and .001" minimum thickness.

Throat: 3/4". The top edge of side panels must be gradually tapered down to the center panel and be approximately same height as the center panel at top of diagonal seams. Protruding edges are not acceptable.

A clearance of 1/16" to 1/4" measured 3/4" from ends of envelope must exist between the top of side panels and flap crease.

Flap tightly folded down.

**BID MUST INCLUDE A SAMPLE OF ENVELOPE INDICATING THE SHAPE OF DIE CUTS.**

##### **3.3.1.4 TYPOGRAPHY & LAYOUT**

Typography & Layout: Per specimen, printed face.

##### **3.3.1.5 COLOR OF INK**

Color of Ink: Vegetable-based Royal Blue (PMS 288U)

### **3.3.1.6 HOW PROCESSED**

How Processed:

Manufacturer must guarantee construction of envelope and window for use with mechanical inserting equipment and mechanical sorting equipment.

Pitney Bowes 8300 Inserter, Pitney Bowes 8 Series Inserter, Bell & Howell Mailstar Inserter, Bell & Howell Jetstar 3000 Sorter.

Diagonal seams must be securely glued. **(LOOSE SEAMS AT ENVELOPE OPENING ARE NOT ACCEPTABLE.)**

Poly window must be securely glued on inside of envelope. **(LOOSE EDGES ON INSIDE OR OUTSIDE OF WINDOW ARE NOT ACCEPTABLE.)**

Flap must be tightly folded and have a sufficient amount of gumming to facilitate positive sealing of flap.

PROOF MUST INCLUDE SAMPLE OF ENVELOPE INDICATING THE SHAPE OF ALL DIE CUTS.

### **3.3.1.7 PRINTER'S PROOF**

Printer's Proof: **THREE (3) COPIES OF PROOFS must be submitted to:**

**FORMS CONTROL SECTION / 4<sup>th</sup> floor  
New Jersey Department of Labor & Workforce Development  
Division of Administrative Services  
Labor Building  
PO Box 058  
Trenton, NJ 08625 - 0058**

### **3.3.1.8 MECHANICAL**

Mechanical: Ready for camera – to be obtained from and **RETURNED TO FORMS CONTROL SECTION.**

Electronic copy available upon request.

### **3.3.1.9 PACKING:**

Packing: Firmly packed in cartons of uniform size for stacking, containing equal quantities.

Each carton must be clearly labeled on one side and one end showing:

Form Number  
Vendor  
Purchase Order Number  
Catalog Code No.

500 Per Box / 2,500 Per Carton

**SHIP ON 48" X 40" EXPENDABLE PALLETS WITH TWO-WAY ENTRY.**

**PALLET LOAD MUST BE BANNED AND HEIGHT MUST NOT EXCEED 52" - INCLUDING THE PALLET.**

**NO CARTON TO EXCEED GROSS WEIGHT OF 50 POUNDS.**

**KRAFT WRAPPED, SHRINK WRAPPED, OR BOXED.**

### **3.3.1.10 DELIVERY TIME**

Delivery Time: 3 - 5 weeks after receipt of approved proof.

### **3.3.1.11 DELIVERY PLACE**

Delivery Place: Price must include delivery to:

**New Jersey Department of Labor & Workforce Development  
Division of Administrative Services  
Receiving Platform (Rear)  
TRW Warehouse Complex  
171 Jersey Street  
Mott Place Gate / Building 6  
Trenton, NJ 08611**

**Advance notice required at least 24 hours prior to delivery of large shipments of 10 or more pallets.**

**Telephone the Warehouse at: (609) 292 - 6935 or (609) 292 - 4594.**

### **DELIVERY NOT ACCEPTABLE AT ANY OTHER ADDRESS**

**FAILURE TO COMPLY WITH ANY OF THE ABOVE PACKING OR PRINTING SPECIFICATIONS MAY RESULT IN THE REJECTION OF DELIVERY, OR DEDUCTION FROM THE VENDOR'S INVOICE PRICE, THE COST OF REPACKING, OR THE COST OF ADJUSTING ANY OTHER DEVIATION.**

## **3.3.2 SPECIFICATIONS FOR PRINTING CATALOG CODE NO. 5201- 025**

### **3.3.2.1 TRIMMED SIZE**

Trimmed Size: 4-1/8" x 9-1/2" (#10)

### **3.3.2.2 PAPER STOCK**

Paper Stock: White Wove, 28# ,Recycled-30% Post Consumer

### **3.3.2.3 CONSTRUCTION**

Construction:

**WINDOW ENVELOPE** – Open side, diagonal-seams, commercial style.

Poly window, rectangular: 1-1/4" x 4-1/2"; positioned 7/8" from left, 1/2" from bottom.

Flap: 1-5/8" at center and tapered to 3/4" at 3/4" from ends.

Split gummed flap: ½" minimum gum line height and .001" minimum thickness.

Throat: ¾". The top edge of side panels must be gradually tapered down to the center panel and be approximately same height as the center panel at top of diagonal seams. Protruding edges are not acceptable.

A clearance of 1/16" to ¼" measured ¾" from ends of envelope must exist between the top of side panels and flap crease.

Flap tightly folded down.

**BID MUST INCLUDE A SAMPLE OF ENVELOPE INDICATING THE SHAPE OF DIE CUTS.**

#### **3.3.2.4 TYPOGRAPHY & LAYOUT**

Typography & Layout: Per specimen, printed face.

#### **3.3.2.5 COLOR OF INK**

Color of Ink: Vegetable-based Royal Blue (PMS 288U)

#### **3.3.2.6 HOW PROCESSED**

How Processed:

Manufacturer must guarantee construction of envelope and window for use with mechanical inserting equipment and mechanical sorting equipment.

Pitney Bowes 8300 Inserter, Pitney Bowes 8 Series Inserter, Bell & Howell Mailstar Inserter, Bell & Howell Jetstar 3000 Sorter.

Diagonal seams must be securely glued. (Loose seams at envelope opening are not acceptable.)

Poly window must be securely glued on inside of envelope. (Loose edges on inside or outside of window are not acceptable.)

Flap must be tightly folded and have a sufficient amount of gumming to facilitate positive sealing of flap.

**PROOF MUST INCLUDE SAMPLE OF ENVELOPE INDICATING THE SHAPE OF ALL DIE CUTS.**

#### **3.3.2.7 PRINTER'S PROOF**

Printer's Proof: **THREE (3) COPIES OF PROOFS** must be submitted to:

**FORMS CONTROL SECTION / 4<sup>th</sup> floor  
New Jersey Department of Labor & Workforce Development  
Division of Administrative Services  
Labor Building  
PO Box 058  
Trenton, NJ 08625 - 0058**



### **3.3.2.8 MECHANICAL**

Mechanical: Ready for camera – to be obtained from and **RETURNED TO FORMS CONTROL SECTION.**

Sample attached

Electronic copy available upon request.

### **3.3.2.9 PACKING:**

Packing: Firmly packed in cartons of uniform size for stacking, containing equal quantities.

Each carton must be clearly labeled on one side and one end showing:

Form Number  
Quantity  
Name of Vendor  
Purchase Order Number  
Catalog Code Number

**500 Per Box / 2,500 Per Carton**

**SHIP ON 48" X 40" EXPENDABLE PALLETS WITH TWO-WAY ENTRY.**

**PALLET LOAD MUST BE BANNED AND HEIGHT MUST NOT EXCEED 52" - INCLUDING THE PALLET.**

**NO CARTON TO EXCEED GROSS WEIGHT OF 50 POUNDS.**

**KRAFT WRAPPED, SHRINK WRAPPED, OR BOXED.**

### **3.3.2.10 DELIVERY TIME**

Delivery Time: 3 - 5 weeks after receipt of approved proof.

### **3.3.2.11 DELIVERY PLACE**

Delivery Place: Price must include delivery to:

**New Jersey Department of Labor & Workforce Development  
Division of Administrative Services  
Receiving Platform (Rear)  
TRW Warehouse Complex  
171 Jersey Street  
Mott Place Gate / Building 6  
Trenton, NJ 08611**

**Advance notice required at least 24 hours prior to delivery of large shipments of 10 or more pallets.**

**Telephone the Warehouse at: (609) 292 - 6935 or (609) 292 - 4594.**

**DELIVERY NOT ACCEPTABLE AT ANY OTHER ADDRESS**

**FAILURE TO COMPLY WITH ANY OF THE ABOVE PACKING OR PRINTING SPECIFICATIONS MAY RESULT IN THE REJECTION OF DELIVERY, OR DEDUCTION FROM THE VENDOR'S INVOICE PRICE, THE COST OF REPACKING, OR THE COST OF ADJUSTING ANY OTHER DEVIATION.**

#### **4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

##### **4.1 GENERAL**

The Bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

##### **4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/09x20338.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals.

**STATE REGULATION MANDATES THAT LATE BID PROPOSALS ARE INELIGIBLE FOR CONSIDERATION.**

**THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

##### **4.3 NUMBER OF BID PROPOSAL COPIES**

The Bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The Bidder should submit **4 full, complete and exact copies** of the original including the pricing sheets. The copies requested are necessary in the evaluation of the bid proposal. A Bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the Bidder make and retain a copy of its bid proposal.

**Bidders should printout their pricing information using the supplied Excel Pricing Sheets and submit it with their proposal. An electronic version should also be provided with the bid on a CD.**

##### **4.4 BID PROPOSAL CONTENT**

###### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL**

#### **4.4.1.1 SIGNATORY PAGE**

The Bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20338.shtml>

The Signatory page shall be signed by an authorized representative of the Bidder. If the Bidder is a limited partnership, the Signatory page must be signed by a general partner. If the Bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

#### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

In the event the Bidder is a corporation, partnership or sole proprietorship, the Bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20338.shtml>.

#### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER**

The Bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The Bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20338.shtml>.

#### **4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM**

All bidders shall complete the Printing Subcontracting Form at <http://www.state.nj.us/treasury/purchase/bid/summary/09x20338.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract.

### **4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL**

#### **4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE**

**FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.**

The Bidder may go to [www.nj.gov/nibgs](http://www.nj.gov/nibgs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20338.shtml>.

#### **4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS**

Not Applicable to this contract

#### **4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.**

##### **4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION**

The Bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20338.shtml>.

##### **4.4.3.2 AFFIRMATIVE ACTION**

The Bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the Bidder is operating under a federally approved or sanctioned Affirmative Action program. If the Bidder has neither document of Affirmative Action evidence, then the Bidder must complete the attached Affirmative Action Employee Information Report (AA-302).

This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20338.shtml>.

#### **4.4.4 SUBMITTALS**

##### **4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS**

The Bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20338.shtml>.

##### **4.4.4.2 SAMPLES/SAMPLE TESTING**

The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Samples for testing purposes are to be made available at no charge and delivered to the respective Agency at the Bidder's expense.

The Bidder must, within 10 working days following a request from the State, submit samples to the Agency requesting them. The State reserves the right to perform any tests necessary to assure that the samples conform to this RFP. The testing results of the State are final.

This sample requirement could be quite important particularly if an Agency wants to explore the option of utilizing an executive style envelope. An Agency may, however, request samples of any one of the envelopes/styles listed. The number of samples will be a mutually agreed upon number-enough to test the product through mailing/extraction equipment (100-200).

The samples for testing need not be printed.

If an awarded bidder is unable to produce a workable envelope the Purchase Bureau may have to award to the next low bidder.

#### **4.4.5 FINANCIAL CAPABILITY OF THE BIDDER**

Upon request, in order to provide the State with the ability to judge the Bidder's financial capacity and capabilities to undertake and successfully complete the contract, the Bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year. If certified financial statements are not available, the Bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the Bidder as of, and for, the periods presented in the statements. In addition, the Bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the Bidder to submit it. If the Bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the Bidder's assertion of confidentiality and will advise the Bidder accordingly.

#### **4.4.6 PRICING**

In order for the State to make sound business judgments regarding products and prices offered in response to this RFP, the bidder must supply, with its bid proposal, the information requested on the RFP's pricing lines or pricing sheets in sufficient detail as to allow the State to determine the firm, fixed bid pricing and the precise product or service being offered, i.e., with no possible misinterpretation of the price or product/service being offered by the bidder. A bidder's failure to provide, within its bid proposal, the information deemed by the State to be essential for product identification or price determination will result in rejection of that bidder's proposal. Notwithstanding the aforementioned material obligation, in order to support the State's decision-making process, the State may require a bidder to provide additional information or documentation that has been deemed not to be material to product identification or price determination, in which case, the bidder shall, within the time limit set forth in the written request, comply with said request.

Each bidder is required to hold its prices firm for a period of 90 days. Every effort will be made to award the contract prior to the time period set forth above. However, upon the Director's request and by mutual consent, the State and the lowest first responsible Bidder and/or second lowest responsible Bidder and/or third lowest responsible Bidder may agree to extend the time the State may make an award.

Bidders should printout their pricing information using the supplied Excel Pricing Sheets and submit it with their proposal. An electronic version should also be provided with the bid on a CD.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the Contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:  
<http://www.state.nj.us/treasury/purchase/bid/summary/09x20338.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the Bidder's bid proposal, the RFP and/or the Addendum shall govern.

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of two (2) years.

The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20338.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the Bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of three one-year periods, by the mutual written consent of the Contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **90** days beyond the expiration date of the contract.

### **5.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

## **5.5 CONTRACTOR'S WARRANTY**

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

## **5.6 ITEMS ORDERED AND DELIVERED**

The Using Agencies are authorized to order and the Contractors are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the Contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the Contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

## **5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the Contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor.

## **5.8 MANUFACTURING/PACKAGING REQUIREMENTS**

5.8.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.8.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the Contractor's expense.

## **5.9 CLAIMS**

All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

## **5.10 CONTRACT ACTIVITY REPORT**

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20338.shtml>

Contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to Subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.



## **5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT**

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the Contractor agrees as follows:

a) The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The Contractor or Subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

## **5.12 CONTRACTOR RESPONSIBILITIES**

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

## **5.13 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

## **6.0 PROPOSAL EVALUATION**

### **6.1 EVALUATION CRITERIA**

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

6.1.1 Price. Regular Award-Low overall bidder for each of the 3 different Sections (3.1, 3.2 and 3.3). For example, the low bidder for NJMVC will be the bidder that has the lowest sum of all price lines listed on the Excel Price List for side or diagonal seam as specified.

Optional Executive Style Award- A separate contract will be awarded to the low bidder for all lines in the executive style category.

6.1.2 Experience of the Bidder. Only experienced envelope suppliers or envelope manufacturers will be considered for Award. Bidders should list contracts which they currently hold or held of a similar scope on the Bidder Data Packet (See Section 4.4.4.1 BIDDER EXPERIENCE – DATA SHEETS). The Purchase Bureau reserves the right to inspect all production facilities.

6.1.3 The Bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

The Bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the Bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the Bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the Bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the Bidder to give an oral presentation or require the Bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 BID DISCREPANCIES**

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

### **7.0 CONTRACT AWARD**

#### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

##### **7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

##### **7.1.1.1 DEFINITIONS**

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals

who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

#### **7.1.1.2 BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

#### **7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS**

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>

shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made.

The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

#### **7.1.1.4 STATE TREASURER REVIEW**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the Contractor. If the State Treasurer determines that any contribution or action by the Contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

#### **7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the Contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **7.2 FINAL CONTRACT AWARD**

Contract award[s] shall be made with reasonable promptness by written notice to that responsible Bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

#### **7.3 INSURANCE CERTIFICATES**

The Contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

#### **8.0 CONTRACT ADMINISTRATION**

##### **8.1 CONTRACT MANAGER**

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

##### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the Contractor, assuring that Purchase Orders are issued to the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables and approving payment vouchers.

After the contract is executed, the State Contract Manager is the person that the Contractor will contact for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the Contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the Contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

#### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a Contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The Contractor may contact the State Contract Manager if the Contractor can not resolve a dispute with contract users.